

STATE OF HAWAII

AIRPORTS DIVISION

REVOCABLE PERMIT NO. 8195

(GSA No. LHI3024 )

**THIS AGREEMENT**, made this 8th day of July, 2014, by and between the STATE OF HAWAII, acting by and through the [REDACTED], Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. **PERMITTEE:** **UNITED STATES OF AMERICA**  
**GENERAL SERVICES ADMINISTRATION for and on behalf of**  
[REDACTED]

2. **ADDRESS:** U.S. General Services Administration  
300 Ala Moana Boulevard #1-336  
Honolulu, Hawaii 96850

3. **AIRPORT:** **LIHUE AIRPORT**

4. **PREMISES AS SHOWN ON THE ATTACHED EXHIBITS A & B:**

Terminal Building 306, Space No. 222, containing an area of approximately 717 square feet; Space No. 246A, containing an area of approximately 96 square feet; and Space No. 305, containing an area of approximately 867 square feet.

5. **PURPOSE(S):** Occupancy and use by [REDACTED] for office space.

6. **RENTAL:**

Bldg.	\$ 2,856.00	
Maintenance	\$ 655.20	
Air Conditioning	\$ 420.00	
Total Monthly Rental		\$ <u>3,931.20</u>

7. **SECURITY DEPOSIT:** None

8. **EFFECTIVE DATE OF PERMIT:** JULY 1, 2014

9. **HOLD OVER TENANCY:** None

10. **SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON SPECIFIED AS ATTACHED HERETO:**

- (1) DEPARTMENT and PERMITTEE are governmental agencies. Where any provisions of this Permit conflict with laws, regulations, or policies governing the PERMITTEE, the parties will attempt to interpret and perform under this Permit in a manner that complies with the laws, regulations, and policies governing the PERMITTEE while satisfying the provisions of this Permit to the extent practicable.

(2) The following paragraphs contained in the attached Addendum to Revocable Permit No. 8195 are made a part of this Permit hereto. For the purpose of this Addendum: (a) "Lessor and "Offeror" means the "DEPARTMENT;" (b) "Government" means the "PERMITTEE;" and (c) the meaning of "lease" includes this Permit:

(a) Paragraph numbers 1. (1. Term), 2. (19. Non-Discrimination), and 3. (20. Civil Rights Provision) of the standard Terms and Conditions of the Permit, are amended to read as shown in the attached Addendum

(b) Paragraph numbers 4 through 17 are added and made part of this Permit

(3) GSA Form 3518A (Rev 06/12) Representations and Certifications

(4) GSA Form 3517G (Rev 06/12) On-airport General Clauses

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

STATE OF HAWAII

AIRPORTS DIVISION

By \_\_\_\_\_

**BOARD OF LAND AND NATURAL RESOURCES**

By \_\_\_\_\_

WILL  
Chair

PERMITTEE:

**UNITED STATES OF AMERICA  
GENERAL SERVICES ADMINISTRATION**

By \_\_\_\_\_

Lease Contracting Officer

Approved by the Board at its meeting held on:

06/27/2014, Item M-9

## TERMS AND CONDITIONS

**1. Term.** This Permit is granted on a month-to-month basis only, for a period not to exceed one year from the effective date hereof. Any renewal of this Permit shall be on a month-to-month basis. Notice of renewal need not be reduced to writing, it being agreed that such renewal shall be automatic, subject to PERMITTEE having federal funds appropriated and available for this Permit, unless a party hereto shall give the other party to this Permit ten (10) days' advance written notice not to renew or the Board of Land and Natural Resources of the State of Hawaii shall fail to approve the renewal.

**2. Termination.** Either party may terminate this Permit without cause upon the giving of a thirty (30) days' advance written notice to the other party.

**3. Payment of Rent.** Without notice or demand, the PERMITTEE shall pay, at the Fiscal Office of the Airports Division, [REDACTED], Honolulu, Hawaii, or at the Airport District Manager's office of said named AIRPORT, the total monthly rental amount set forth in this Permit, in arrears, by the first workday of the following month via electronic funds deposit, without the submission of invoices or vouchers. Rent for a period of less than one month shall be prorated.

**4. Acceptance of Rent not a Waiver.** The acceptance of rent by the DEPARTMENT shall not constitute a waiver of any breach by the PERMITTEE of any of the terms and conditions, upon which this Permit is granted and to which the PERMITTEE agrees, nor of the DEPARTMENT's right to terminate or revoke this Permit. Failure by the DEPARTMENT to insist upon strict performance thereof by the PERMITTEE, or to exercise any option herein reserved, shall not be construed as a waiver or as a relinquishment of any of its rights under this Permit.

**5. Equal Treatment.** The PERMITTEE will furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the PERMITTEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

**6. Repairs.** The PERMITTEE shall at its own expense keep and maintain the Premises and building system equipment and lines pre-existing within the Premises in a condition similar to that which existed on the effective date of this Permit, ordinary wear and tear and damage by acts of God excepted; except that the DEPARTMENT shall maintain the building structure and systems in good repair and condition, including air conditioning and ventilation, plumbing and electricity to the Premises and life safety systems, in the event of failure of the building structure or systems.

**7. Waste, Strip and Nuisance, Maintenance.** The PERMITTEE shall not make, permit or suffer any waste, strip, nuisance or any other unlawful, improper or offensive use of the Premises. The PERMITTEE shall, at all times and at its sole cost and expense, keep the Premises clean, neat, safe and orderly, free of waste, rubbish and debris and shall provide for janitorial services and the safe and sanitary handling of all trash, garbage and other refuse from its activities on the Premises to the refuse and trash receptacles designated by the DEPARTMENT.

**8. Utilities and Other Charges.** The DEPARTMENT shall provide: (a) water, electricity, and sanitary sewer from utility sources at the Airport; and (b) garbage and trash disposal from the DEPARTMENT's designated receptacles as part of the total monthly rental consideration; provided, that if this Permit establishes a separate fixed amount for utilities and services above the monthly space rental, the PERMITTEE shall make payments accordingly.

**9. Property Taxes.** Payment of all real property taxes, imposts and assessments shall be the responsibility of the DEPARTMENT and included as part of the total monthly rental consideration.

**10. PERMITTEE's Prior Inspection.** The PERMITTEE warrants that it has inspected the Premises and all improvements thereon, knows the condition thereof and fully assumes all risks incidental to the use and enjoyment thereof.

**11. Surrender and Restoration.** The PERMITTEE shall, prior to the termination or revocation of this Permit, restore, at its sole cost and risk, the Premises to a condition similar to that which existed prior to the effective date of this Permit, reasonable and ordinary wear and tear and damage by acts of God excepted, and peacefully surrender possession thereof to the DEPARTMENT. In the event the PERMITTEE fails to effectuate such restoration of the Premises, the DEPARTMENT reserves the right to accomplish same by its own employees or by an independent contractor and assess the PERMITTEE the total costs thereof. The DEPARTMENT is not required to furnish replacement facilities or relocation assistance to the PERMITTEE.

**12. Transferability.** This Permit and the Premises, or any part thereof, inclusive of any and all rights or obligations accruing or arising under it shall not be sold, transferred, assigned, leased, mortgaged, or otherwise alienated or encumbered in any manner whatsoever.

**13. Structural Improvements, Alterations or Additions.** No improvement, alteration, or addition of a structural nature shall be made, installed, or constructed on, under or within the Premises by the PERMITTEE unless it first submits its plans and specifications therefore to the DEPARTMENT for its approval and unless said plans and specifications are in fact approved in writing by the DEPARTMENT. Such plans and specifications shall not be submitted nor approved unless they are in full compliance with any and all Governmental statutes and rules and regulations applicable thereto. Any improvements, alterations, or additions shall be accomplished at the sole cost and risk of the PERMITTEE and the DEPARTMENT shall not be responsible for any damages to or destruction of any such improvements, alterations, or additions or of any personal property on the Premises.

**14. Removal of Improvements.** The PERMITTEE may remove at its sole cost and risk, any and all improvements or additions constructed or installed by it upon the Premises at any time during the life of this Permit and prior to termination or revocation hereof. In the event of such removal, the Premises shall be restored by the PERMITTEE to a condition similar to that which existed immediately prior to the construction or installation thereof, ordinary wear and tear excepted. Failure of the PERMITTEE to give notice of its intention to remove prior to termination or revocation shall be deemed to be an abandonment of said improvements or additions. Upon the failure of the PERMITTEE to effectuate such removal prior to termination or revocation, the DEPARTMENT shall have the right to remove the improvements or additions and to restore the Premises to a condition similar to that which existed immediately prior to the construction or installation of said improvements or additions by its own employees or by an independent contractor and assess

the total costs thereof to the PERMITTEE and the PERMITTEE agrees to pay for all such costs and expenses or removal and restoration of the Premises.

**15. Removal of Personal Property.** Should the PERMITTEE fail to vacate the Premises upon the revocation of the Permit, the [REDACTED], his agents and/or representatives may enter upon the Premises and remove and dispose of, at PERMITTEE's cost and expense, all vehicles, equipment, materials and/or any personal property remaining on the Premises, and the PERMITTEE agrees to pay for all such costs and expenses of removal and disposition.

**16. Entry by DEPARTMENT.** The DEPARTMENT or its agents and employees may, at any time with prior consent of the PERMITTEE which shall not be unreasonably withheld, or in emergencies without prior consent of the PERMITTEE, enter the Premises at all reasonable hours to inspect the Premises and determine if the PERMITTEE is complying with the terms and conditions of the Permit or for any other proper purpose.

**17. Advertising Signs.** The PERMITTEE may install and operate, at its sole cost and expense, such signs and advertising materials as shall be expressly approved by the DEPARTMENT as being of acceptable character on the basis of appearance, size, design, color, quality, number, location, content, and general conformity with the architectural character of the Airport. Prior to the termination or revocation of this Permit, the PERMITTEE shall remove, obliterate, or paint out any and all advertising signs, posters, and similar devices placed by the PERMITTEE on the Premises. If the PERMITTEE fails to carry out this requirement, the DEPARTMENT may perform such work as may be necessary and the PERMITTEE shall pay the costs thereof immediately upon demand by the DEPARTMENT.

**18. Public Address System.** The PERMITTEE shall permit the installation of the DEPARTMENT's public address system within the Premises and the reception within such Premises of public announcements, flight information, and background music broadcast over such systems.

**19. Non-Discrimination.** The PERMITTEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the Permit for a purpose involving the provision of similar services or benefits, the PERMITTEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, [REDACTED], Subtitle A, Office of the Secretary, Part 21 nondiscrimination in Federally assisted programs of the [REDACTED] - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the DEPARTMENT and its assigns.

The PERMITTEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, creed, color, sex, national origin, or a physical handicap shall be excluded for participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, or a physical handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the PERMITTEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, [REDACTED], Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the [REDACTED] - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to terminate this permit and re-enter and repossess said land the facilities thereon, and hold the same as if said Permit had never been made or issued.

**20. Civil Rights Provision.** The PERMITTEE assures that it will undertake an affirmative action program as required by Title 14 Code of Federal Regulations, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, sex, or a physical handicap be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The PERMITTEE assures that it will require that its covered suborganizations provide assurances to the DEPARTMENT that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

**21. Interpretation.** The use of any gender shall include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular as the context may require.

**22. Conflicting Terms and Conditions.** Where an inconsistency exists between these printed terms and conditions and the special terms and conditions, the special terms and conditions shall govern.

**23. Compliance with Laws.** The PERMITTEE shall comply with all laws, ordinances and rules and regulations of all governmental agencies, applicable to the Premises or relating to and affecting any business or other commercial activity conducted on the Premises.

**24. Breach of Revocable Permit or Terms and Conditions.** Upon a breach of any of the aforementioned terms and conditions, including but not limited to PERMITTEE's failure to pay any rental, interest, fees or charges when due, DEPARTMENT may revoke this Permit upon thirty (30) business days' written notice of said breach and shall be entitled to regain possession of the Premises administratively, without court action.

**25. Hold Harmless.** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the PERMITTEE will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an

employee of the PERMITTEE while acting within the scope of his or her office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the PERMITTEE's liability beyond that existing under the Act at the time of such act or omission or to preclude the PERMITTEE from using any defense available in law or equity.